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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

PEDRO RAMIREZ SALES,
aka "Pedro Lopez,"

Defendant.

No.

PLEA AGREEMENT FOR DEFENDANT
PEDRO RAMIREZ SALES

1. This constitutes the plea agreement between PEDRO RAMIREZ SALES, also known as "Pedro Lopez," ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

RULE 11(c)(1)(C) AGREEMENT

2. Defendant understands that this agreement is entered into pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C). Accordingly, defendant understands that, if the Court determines

1 that it will not accept this agreement, absent a breach of this
2 agreement by defendant prior to that determination and whether or
3 not defendant elects to withdraw any guilty plea entered pursuant to
4 this agreement, this agreement will, with the exception of paragraph
5 22 below, be rendered null and void and both defendant and the USAO
6 will be relieved of their obligations under this agreement.
7 Defendant agrees, however, that if defendant breaches this agreement
8 prior to the Court's determination whether or not to accept this
9 agreement, the breach provisions of this agreement, paragraph 24
10 below, will control, with the result that defendant will not be able
11 to withdraw any guilty plea entered pursuant to this agreement, the
12 USAO will be relieved of all of its obligations under this
13 agreement, and the Court's failure to follow any recommendation or
14 request regarding sentence set forth in this agreement will not
15 provide a basis for defendant to withdraw defendant's guilty plea.

16 DEFENDANT'S OBLIGATIONS

17 3. Defendant agrees to:

18 a) Give up the right to indictment by a grand jury and,
19 at the earliest opportunity requested by the USAO and provided by
20 the Court, appear and plead guilty to a one-count information, in
21 the form attached to this agreement as Exhibit A or a substantially
22 similar form, that charges defendant with being an illegal alien
23 found in the United States following deportation or removal in
24 violation of 8 U.S.C. § 1326(a).

25 b) Agree that all court appearances, including his
26 change of plea hearing and sentencing hearing, may proceed by video-
27 teleconference ("VTC") or telephone, if VTC is not reasonably
28 available, so long as such appearances are authorized by Order of

1 the Chief Judge 20-043 and 20-080, or another order, rule, or
2 statute. Defendant understands that, under the Constitution, the
3 United States Code, the Federal Rules of Criminal Procedure
4 (including Rules 11, 32, and 43), he may have the right to be
5 physically present at these hearings. Defendant understands that
6 right and, after consulting with counsel, voluntarily agrees to
7 waive it and to proceed remotely. Defense counsel also joins in
8 this consent, agreement, and waiver. Specifically, this agreement
9 includes, but is not limited to, the following:

10 i) Defendant consents under Section 15002(b) of the
11 CARES Act to proceed with his waiver of indictment, under
12 Federal Rule of Criminal Procedure 7(b), by VTC or telephone,
13 if VTC is not reasonably available.

14 ii) Defendant consents under Section 15002(b) of the
15 CARES Act to proceed with his change of plea hearing by VTC or
16 telephone, if VTC is not reasonably available.

17 iii) Defendant consents under Section 15002(b) of the
18 CARES Act to proceed with his sentencing hearing by VTC or
19 telephone, if VTC is not reasonably available.

20 iv) Defendant consents under 18 U.S.C. § 3148 and
21 Section 15002(b) of the CARES Act to proceed with any hearing
22 regarding alleged violations of the conditions of pre-trial
23 release by VTC or telephone, if VTC is not reasonably
24 available.

25 c) Not contest facts agreed to in this agreement.

26 d) Abide by all agreements regarding sentencing
27 contained in this agreement and affirmatively recommend to the Court
28

1 that it impose sentence in accordance with paragraph 13 of this
2 agreement.

3 e) Appear for all court appearances, surrender as
4 ordered for service of sentence, obey all conditions of any bond,
5 and obey any other ongoing court order in this matter.

6 f) Not commit any crime; however, offenses that would be
7 excluded for sentencing purposes under United States Sentencing
8 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are
9 not within the scope of this agreement.

10 g) Be truthful at all times with the United States
11 Probation and Pretrial Services Office and the Court.

12 h) Pay the applicable special assessment at or before
13 the time of sentencing unless defendant has demonstrated a lack of
14 ability to pay such assessment.

15 THE USAO'S OBLIGATIONS

16 4. The USAO agrees to:

17 a) Not contest facts agreed to in this agreement.

18 b) Abide by all agreements regarding sentencing
19 contained in this agreement and affirmatively recommend to the Court
20 that it impose sentence in accordance with paragraph 13 of this
21 agreement.

22 NATURE OF THE OFFENSE

23 5. Defendant understands that for defendant to be guilty of
24 the crime charged in the one-count information, a violation of 8
25 U.S.C. § 1326(a), the following must be true: (1) defendant was
26 lawfully deported or removed from the United States; (2) after
27 defendant's deportation or removal, defendant voluntarily entered
28 the United States; (3) after defendant entered the United States,

1 defendant knew that defendant was in the United States and knowingly
2 remained; (4) defendant was found in the United States without
3 having obtained consent to reapply for admission into the United
4 States from the Attorney General or the Secretary of the Department
5 of Homeland Security, or any authorized representative of either
6 official; (5) defendant was, at the time of the offense, an alien,
7 that is, a person who is not a natural-born or naturalized citizen,
8 or a national, of the United States; and (6) defendant was free from
9 official restraint at the time he entered the United States.

10 Defendant was free from official restraint if defendant was first
11 observed by a United States officer after defendant physically
12 crossed the border of the United States.

13 In order for defendant to be subject to the heightened
14 statutory maximum penalties under 8 U.S.C. § 1326(b)(2), defendant's
15 deportation or removal must have occurred after defendant was
16 convicted of an aggravated felony, namely, the felony described in
17 paragraph 10 below. In order for defendant to be subject to the
18 heightened statutory maximum penalties under 8 U.S.C. § 1326(b)(1),
19 defendant's deportation or removal must have occurred after
20 defendant was convicted of a felony, namely, the felony described in
21 paragraph 10 below.

22 PENALTIES

23 6. The statutory maximum sentence that the Court can impose
24 for a violation of Title 8, United States Code, Section 1326(a),
25 where the heightened statutory maximum penalties under 8 U.S.C.
26 § 1326(b)(1) apply, is: 10 years' imprisonment; a three-year period
27 of supervised release; a fine of \$250,000; and a mandatory special
28 assessment of \$100.

1 The statutory maximum sentence that the Court can impose for a
2 violation of Title 8, United States Code, Section 1326(a), where the
3 heightened statutory maximum penalties under 8 U.S.C. § 1326(b)(2)
4 apply, is: 20 years' imprisonment; a three-year period of supervised
5 release; a fine of \$250,000; and a mandatory special assessment of
6 \$100.

7 7. Defendant understands that supervised release is a period
8 of time following imprisonment during which defendant will be
9 subject to various restrictions and requirements. Defendant agrees
10 that the imposition of supervised release is warranted in this case,
11 as authorized under U.S.S.G. § 5D1.1, cmt. n.5. Defendant
12 understands that if defendant violates one or more of the conditions
13 of any supervised release imposed, defendant may be returned to
14 prison for all or part of the term of supervised release authorized
15 by statute for the offense that resulted in the term of supervised
16 release, which could result in defendant serving a total term of
17 imprisonment greater than the statutory maximum stated above.

18 8. Defendant understands that the conviction in this case may
19 result in defendant giving up valuable government benefits and civic
20 rights and may also subject defendant to various other collateral
21 consequences, including but not limited to revocation of probation,
22 parole, or supervised release in another case and suspension or
23 revocation of a professional license. Defendant understands that
24 unanticipated collateral consequences will not serve as grounds to
25 withdraw defendant's guilty plea.

26 9. Defendant and his counsel have discussed the fact that,
27 and defendant understands that, because defendant is not a United
28 States citizen, the conviction in this case makes it practically

1 inevitable and a virtual certainty that defendant will be removed or
2 deported from the United States. Defendant may also be denied
3 United States citizenship and admission to the United States in the
4 future. Defendant understands that while there may be arguments
5 that defendant can raise in immigration proceedings to avoid or
6 delay removal, removal is presumptively mandatory and a virtual
7 certainty in this case. Defendant further understands that removal
8 and immigration consequences are the subject of a separate
9 proceeding and that no one, including his attorney or the Court, can
10 predict to an absolute certainty the effect of his conviction on his
11 immigration status. Defendant nevertheless affirms that he wants to
12 plead guilty regardless of any immigration consequences that his
13 plea may entail, even if the consequence is automatic removal from
14 the United States.

15 FACTUAL BASIS

16 10. Defendant admits that defendant is, in fact, guilty of
17 violating 8 U.S.C. § 1326(a) as described in the information and
18 that he is subject to the heightened statutory maximum penalties
19 under 8 U.S.C. § 1326(b)(2) and (b)(1) as set forth above.
20 Defendant and the USAO agree to the statement of facts provided
21 below and agree that this statement of facts is sufficient to
22 support a plea of guilty to the charge described in this agreement
23 and to establish the Sentencing Guidelines factors set forth in
24 paragraph 12 below but is not meant to be a complete recitation of
25 all facts relevant to the underlying criminal conduct or all facts
26 known to either party that relate to that conduct.

27 Defendant, a citizen of GUATEMALA, was at all times relevant to
28 this plea agreement an alien, that is, not a natural-born or

1 naturalized citizen, or national, of the United States. Defendant
2 was ordered removed for the first time on or about October 12, 2005.
3 Defendant was lawfully deported or removed from the United States on
4 or about November 30, 2005, and December 16, 2015. Subsequent to
5 defendant's December 16, 2015 deportation or removal, defendant
6 knowingly and voluntarily re-entered and thereafter remained in the
7 United States. Defendant did so without the consent of the Attorney
8 General or his designated successor, the Secretary of the Department
9 of Homeland Security, or of any authorized representative of either
10 the Attorney General or that Department, to reapply for admission or
11 to otherwise re-enter and remain in the United States. After
12 defendant re-entered and remained in the United States, on or about
13 April 6, 2019, immigration authorities found defendant in Los
14 Angeles County, within the Central District of California.
15 Defendant was found by immigration authorities after he had
16 physically crossed the border of the United States.

17 Before at least one of defendant's prior removals or
18 deportations, on or about September 15, 2005, defendant was
19 convicted of Second-Degree Robbery, an aggravated felony, in
20 violation of California Penal Code Section 211, with an enhancement
21 for Use of a Deadly Weapon under California Penal Code Section
22 12022(b)(1), in the Superior Court of the State of California,
23 County of Los Angeles, Case Number BA284803, for which the sentence
24 imposed was a total of four years' imprisonment. This conviction is
25 an aggravated felony theft offense for which the term of
26 imprisonment imposed was at least one year.

27 Additionally, on or about February 23, 2015, defendant was
28 convicted of Illegal Alien Found in the United States Following

Deportation, in violation of Title 8, United States Code Section 1326, in the United States District Court, Central District of California, Case Number 14-CR-363-BRO, for which the sentence imposed was 20 months' imprisonment.

SENTENCING FACTORS AND AGREED-UPON SENTENCE

11. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only.

12. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	8 [U.S.S.G. § 2L1.2(a)]
Felony Conviction for An Illegal Reentry Offense:	+4 [U.S.S.G. §2L1.2(b) (1) (A)]
Felony Conviction Sustained for which the Sentence Imposed Was Two Years or More and Conduct Occurred Before Defendant's Initial Removal Order:	+8 [U.S.S.G. § 2L1.2(b) (2) (B)]
Acceptance of Responsibility:	-3[U.S.S.G. § 3E1.1(b)]
Early Disposition Program Departure:	-4 [U.S.S.G. § 5K3.1]

Total Offense Level: 13

Defendant and the USAO further agree that, if Defendant's Calculated Criminal History Category, as defined in paragraph 13 below, is criminal history category VI, the Early Disposition Program Departure shall be only 2 levels (rather than the 4

1 specified above), with the result that defendant's Total Offense
2 Level will be 15 rather than 13 as specified above.

3 13. Defendant and the USAO agree that, taking into account the
4 factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant
5 sentencing guideline factors set forth above, an appropriate
6 disposition of this case is that the Court impose a sentence of:

7 (a) \$100 special assessment; (b) a term of imprisonment of duration
8 equal to the low end of the applicable Sentencing Guidelines range
9 determined by the Total Offense Level determined in accordance with
10 paragraph 12 above, and the criminal history category calculated by
11 the Court in accordance with Chapter 4 of the Sentencing Guidelines
12 without any departure based on inadequacy of criminal history under
13 U.S.S.G. § 4A1.3 ("Defendant's Calculated Criminal History
14 Category"); and (c) a three-year period of supervised release to
15 follow release from imprisonment, which includes the following terms
16 and conditions:

17 i) Defendant shall comply with the rules and regulations
18 of the United States Probation and Pretrial Services Office and
19 Second Amended General Order 20-04, including, but not limited
20 to, the condition that defendant shall not commit another
21 federal, state or local crime;

22 ii) Defendant shall refrain from any unlawful use of a
23 controlled substance. As directed by the Probation Officer,
24 defendant shall submit to one drug test within 15 days of
25 release from imprisonment. Thereafter, defendant shall also
26 submit to periodic drug testing as directed by the Probation
27 Officer, not to exceed eight drug tests per month;

1 iii) Defendant shall comply with the immigration rules and
2 regulations of the United States, and when deported or removed
3 from this country, either voluntarily or involuntarily, not re-
4 enter the United States illegally. Defendant is not required
5 to report to the United States Probation and Pretrial Services
6 Office while residing outside of the United States; however,
7 within 72 hours of release from any custody or any reentry to
8 the United States during the period of court-ordered
9 supervision, defendant shall report for instructions to the
10 United States Probation and Pretrial Services Office;

11 iv) Defendant shall not obtain or possess any driver's
12 license, Social Security number, birth certificate, passport or
13 any other form of identification in any name, other than
14 defendant's true legal name, without the prior written approval
15 of the Probation Officer; nor shall defendant use, for any
16 purpose or in any manner, any name other than defendant's true
17 legal name; and

18 v) Defendant shall cooperate in the collection of a DNA
19 sample from defendant.

20 14. The parties also agree that no prior imprisonment (other
21 than credits that the Bureau of Prisons may allow under 18 U.S.C.
22 § 3585(b)) may be credited against this stipulated sentence,
23 including credit under Sentencing Guideline § 5G1.3. Defendant
24 represents, and the USAO does not contest, that defendant does not
25 have the ability to pay a fine.

26 15. The parties agree that they will recommend that the Court
27 impose the sentence set forth in paragraph 13 above, and that they
28 will not seek, argue, or suggest in any way, either orally or in

1 writing, that any other specific offense characteristics,
2 adjustments, departures, or variances in sentence pursuant to the
3 Sentencing Guidelines and/or the factors set forth in 18 U.S.C.
4 § 3553(a) be imposed, or that the Court impose a sentence other than
5 what has been stipulated to by the parties herein.

6 16. The parties agree to request that defendant be sentenced
7 as soon as possible following the entry of defendant's guilty plea.
8 The parties stipulate and agree that, with the exception of
9 defendant's criminal history, there is sufficient information in the
10 record to enable the Court to exercise its sentencing authority
11 meaningfully without a presentence investigation or report. The
12 parties agree to request that the United States Probation and
13 Pretrial Services Office prepare a presentence report that is
14 limited to defendant's criminal history only. To the extent
15 defendant has a right to a presentence investigation and preparation
16 of a presentence report relating to anything other than defendant's
17 criminal history, defendant hereby knowingly, voluntarily, and
18 intelligently waives that right. The parties agree to request that
19 the Court find, pursuant to Federal Rule of Criminal Procedure
20 32(c)(1), that the information in the record, coupled with a
21 presentence report limited to defendant's criminal history, is
22 sufficient to enable the Court to exercise its sentencing authority
23 meaningfully without a more complete presentence investigation and
24 report. The parties understand and agree that, in the event that
25 the Court declines to make this finding and instead orders that a
26 more complete presentence investigation be conducted and/or a more
27 complete presentence report prepared, such action shall have no
28 effect on the validity of this Agreement or any of its terms or

1 conditions and shall not provide a basis for either party to
2 withdraw from the plea agreement.

3 WAIVER OF DESCAMPS-BASED CHALLENGES TO PRIOR CONVICTION

4 17. Defendant has fully discussed with his counsel any
5 potential challenges or defenses that defendant could raise at
6 sentencing pursuant to United States v. Descamps, 133 S.Ct. 2276
7 (2013), and its progeny. Defendant understands and agrees that by
8 entering into this plea agreement, and by pleading guilty pursuant
9 to this plea agreement, defendant is voluntarily giving up the right
10 to raise any such challenges or defenses, including any challenges
11 to the prior aggravated felony convictions stipulated in paragraph
12 10 above and any challenges to the sentencing factors stipulated in
13 paragraph 12 above, in exchange for the benefits under the plea
14 agreement.

15 WAIVER OF CONSTITUTIONAL RIGHTS

16 18. Defendant understands that by pleading guilty, defendant
17 gives up the following rights:

- 18 a) The right to persist in a plea of not guilty.
19 b) The right to a speedy and public trial by jury.
20 c) The right to be represented by counsel - and if
21 necessary have the Court appoint counsel - at trial. Defendant
22 understands, however, that, defendant retains the right to be
23 represented by counsel - and if necessary have the Court appoint
24 counsel - at every other stage of the proceeding.
25 d) The right to be presumed innocent and to have the
26 burden of proof placed on the government to prove defendant guilty
27 beyond a reasonable doubt.
28

1 e) The right to confront and cross-examine witnesses
2 against defendant.

3 f) The right to testify and to present evidence in
4 opposition to the charges, including the right to compel the
5 attendance of witnesses to testify.

6 g) The right not to be compelled to testify, and, if
7 defendant chose not to testify or present evidence, to have that
8 choice not be used against defendant.

9 h) Any and all rights to pursue any affirmative
10 defenses, Fourth Amendment or Fifth Amendment claims, and other
11 pretrial motions that have been filed or could be filed.

12 WAIVER OF APPEAL OF CONVICTION

13 19. Defendant understands that, with the exception of an
14 appeal based on a claim that defendant's guilty plea was
15 involuntary, by pleading guilty defendant is waiving and giving up
16 any right to appeal defendant's conviction on the offense to which
17 defendant is pleading guilty. Defendant understands that this
18 waiver includes, but is not limited to, arguments that the statute
19 to which defendant is pleading guilty is unconstitutional, and any
20 and all claims that the statement of facts provided herein is
21 insufficient to support defendant's plea of guilty.

22 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23 20. Defendant agrees that, provided the Court imposes the
24 sentence specified in paragraph 13 above, defendant gives up the
25 right to appeal any portion of that sentence, with the exception
26 that defendant reserves the right to appeal Defendant's Calculated
27 Criminal History Category, as defined in paragraph 13 above.

1 21. The USAO agrees that, provided the Court imposes the
2 sentence specified in paragraph 13 above, the USAO gives up its
3 right to appeal any portion of that sentence, with the exception
4 that the government reserves the right to appeal Defendant's
5 Calculated Criminal History Category, as defined in paragraph 13
6 above.

7 RESULT OF WITHDRAWAL OF GUILTY PLEA

8 22. Defendant agrees that if, after entering a guilty plea
9 pursuant to this agreement, defendant seeks to withdraw and succeeds
10 in withdrawing defendant's guilty plea on any basis other than a
11 claim and finding that entry into this plea agreement was
12 involuntary, then the USAO will be relieved of all of its
13 obligations under this agreement.

14 EFFECTIVE DATE OF AGREEMENT

15 23. This agreement is effective upon signature and execution
16 of all required certifications by defendant, defendant's counsel,
17 and an Assistant United States Attorney.

18 BREACH OF AGREEMENT

19 24. Defendant agrees that if defendant, at any time after the
20 signature of this agreement and execution of all required
21 certifications by defendant, defendant's counsel, and an Assistant
22 United States Attorney, knowingly violates or fails to perform any
23 of defendant's obligations under this agreement ("a breach"), the
24 USAO may declare this agreement breached. All of defendant's
25 obligations are material, a single breach of this agreement is
26 sufficient for the USAO to declare a breach, and defendant shall not
27 be deemed to have cured a breach without the express agreement of
28 the USAO in writing. If the USAO declares this agreement breached,

1 and the Court finds such a breach to have occurred, then: (a) if
2 defendant has previously entered a guilty plea pursuant to this
3 agreement, defendant will not be able to withdraw the guilty plea,
4 (b) the USAO will be relieved of all its obligations under this
5 agreement, and (c) the Court's failure to follow any recommendation
6 or request regarding sentence set forth in this agreement will not
7 provide a basis for defendant to withdraw defendant's guilty plea.

8 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

9 OFFICE NOT PARTIES

10 25. Defendant understands that the Court and the United States
11 Probation and Pretrial Services Office are not parties to this
12 agreement and need not accept any of the USAO's sentencing
13 recommendations or the parties' agreements to facts, sentencing
14 factors, or sentencing. Defendant understands that the Court will
15 determine the facts, sentencing factors, and other considerations
16 relevant to sentencing and will decide for itself whether to accept
17 and agree to be bound by this agreement.

18 26. Defendant understands that both defendant and the USAO are
19 free to: (a) supplement the facts by supplying relevant information
20 to the United States Probation and Pretrial Services Office and the
21 Court, (b) correct any and all factual misstatements relating to the
22 Court's Sentencing Guidelines calculations and determination of
23 sentence, and (c) argue on appeal and collateral review that the
24 Court's Sentencing Guidelines calculations and the sentence it
25 chooses to impose are not error, although each party agrees to
26 maintain its view that the calculations and sentence referenced in
27 paragraphs 12 and 13 are consistent with the facts of this case.
28 While this paragraph permits both the USAO and defendant to submit

1 full and complete factual information to the United States Probation
2 and Pretrial Services Office and the Court, even if that factual
3 information may be viewed as inconsistent with the facts agreed to
4 in this agreement, this paragraph does not affect defendant's and
5 the USAO's obligations not to contest the facts agreed to in this
6 agreement.

7 NO ADDITIONAL AGREEMENTS

8 27. Defendant understands that, except as set forth herein,
9 there are no promises, understandings, or agreements between the
10 USAO and defendant or defendant's attorney, and that no additional
11 promise, understanding, or agreement may be entered into unless in a
12 writing signed by all parties or on the record in court.

13 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

14 28. The parties agree that this agreement will be considered
15 part of the record of defendant's guilty plea hearing as if the
16 entire agreement had been read into the record of the proceeding.

17 AGREED AND ACCEPTED


18 UNITED STATES ATTORNEY'S OFFICE
19 FOR THE CENTRAL DISTRICT OF CALIFORNIA

20 STEPHANIE S. CHRISTENSEN
Acting United States Attorney


21 
22 SONYA A. NEVAREZ
23 Special Assistant U.S. Attorney

9/22/2022

Date

24 
25 PEDRO RAMIREZ SALES
Defendant

9/20/22
Date

26 
27 CLAIRE KENNEDY
28 Deputy Federal Public Defender
Attorney for Defendant
PEDRO RAMIREZ SALES

9/22/2022

Date

CERTIFICATION OF DEFENDANT

**TO DEFENDANT AND COUNSEL: INITIAL THE TRUE STATEMENT AND CROSS
OUT THE OTHER:**

1. This agreement has been read to me in Spanish, the
language I understand best. Defendant's initials: PRG Counsel's
initials: CK OR:

2. I am fluent in English and have carefully read this
agreement. Defendant's initials: ____ / Counsel's initials: ____

I have had enough time to review and consider this agreement,
and I have carefully and thoroughly discussed every part of it with
my attorney. I understand the terms of this agreement, and I
voluntarily agree to those terms. I have discussed the evidence
with my attorney, and my attorney has advised me of my rights, of
possible pretrial motions that might be filed, of possible defenses
that might be asserted either prior to or at trial, of the
sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
Sentencing Guidelines provisions, and of the consequences of
entering into this agreement. No promises, inducements, or
representations of any kind have been made to me other than those
contained in this agreement. No one has threatened or forced me in
any way to enter into this agreement. I am satisfied with the
representation of my attorney in this matter, and I am pleading
guilty because I am guilty of the charges and wish to take advantage
of the promises set forth in this agreement, and not for any other
reason.


PEDRO RAMIREZ SALES
Defendant

9/20/22
Date


CERTIFICATION OF INTERPRETER

I, Carina R. Arriola, am fluent in the written and spoken English and Spanish languages. I accurately translated this entire agreement from English into Spanish to defendant PEDRO RAMIREZ SALES on this date.

/s Carina Arriola (signed by counsel with consent) 9/15/2022
 INTERPRETER Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am PEDRO RAMIREZ SALE's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



 CLAIRE KENNEDY
 Deputy Federal Public Defender
 Attorney for Defendant
 PEDRO RAMIREZ SALES

9/22/2022

 Date

EXHIBIT A

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

PEDRO RAMIREZ SALES,
aka "Pedro Lopez,"

Defendant.

No.

I N F O R M A T I O N

[8 U.S.C. §§ 1326(a), (b)(1),
(b)(2): Illegal Alien Found in
the United States Following
Deportation]

The Acting United States Attorney charges:

[8 U.S.C. §§ 1326(a), (b)(1), (b)(2)]

On or about April 6, 2019, defendant PEDRO RAMIREZ SALES, also known as "Pedro Lopez," an alien, who had been officially deported and removed from the United States on or about November 30, 2005, and December 16, 2015, was found in Los Angeles County, within the Central District of California, after knowingly and voluntarily re-entering and remaining in the United States without having obtained permission from the Attorney General or his designated successor, the Secretary of Homeland Security, to reapply for admission to the

1 United States following deportation and removal.

2 At least one of defendant SALES' previously alleged deportations
3 and removals from the United States occurred subsequent to defendant
4 SALES' conviction for an aggravated felony, namely, Second-Degree
5 Robbery, in violation of California Penal Code Section 211, with an
6 enhancement for Use of a Deadly Weapon under California Penal Code
7 Section 12022(b)(1), on or about September 15, 2005, in the Superior
8 Court of the State of California, County of Los Angeles, Case Number
9 BA284803, a crime of theft for which the term of imprisonment imposed
10 was at least one year.

11 //

12 //

13 //

